right of action is in the husband, not the wife. Plaintiff nonsuited. *Stevenson* v. *Akarman,* (N. J. 1912) 85 Atl. 166.

The principal case raises the question as to who is entitled to the earnings of the wife. The common law gave all her earnings to the husband absolutely. TIFFANY, PERSONS & DOMESTIC RELATIONS, § 89, and cases cited. At the present time most of the states have statutory modifications of this rule. A number of them have broad provisions declaring all the wife's earnings to be her separate estate. Such States are: Arkansas, Colorado, Connecticut, North Dakota, Oregon, Pennsylvania, South Carolina, Utah, Virginia and Washington. KIRBY'S DIGEST, ARK. LAWS, § 5214: *Allen* v. *Eldridge,* 1 Colo. 287; *Shea* v. *Maloney,* 52 Conn. 327: REV. CODES, N. D. 1905, § 4082; *Atteberry* v. *Atteberry,* 8 Oreg. 224: *Lewis's Estate, Rhodes Appeal,* 156 Pa. St. 337: *Hairston* v. *Hairston,* 35 S. C. 298: COMP. LAWS, UTAH, § 1201; *Grant* v. *Sutton,* 90 Va. 771: W. VA. CODE, § 2961; *Dobbins* v. *Dexter, Horton & Co.,* (Wash.) 113 Pac. 1088. Another class of statutes provides that earnings on her separate account shall be the wife's separate property. Kansas, Massachusetts, New Jersey, New York, Wisconsin, and Wyoming have such provisions. *Larimer* v. *Kelley,* 10 Kan. 298: *Fowle* v. *Tidd.* 15 Gray, 94: *Small* v. *Pryor,* 69 N. J. Eq. 606: 2 GEN. STAT. N. J. 2013, § 4; *Stevens* v. *Cunningham,* 181 N. Y. 454: *Emerson-Talcott Co.* v. *Knapp,* 90 Wis. 34: COMP. STAT. WYO., § 3912. Still another class of states provides that earnings for all services except those rendered for husband and family shall belong to the wife. Those are Alabama, Delaware, Illinois, Indiana, Iowa, Kentucky, Maine, Minnesota, Missouri, and Rhode Island. *Larkin* v. *Woolsey,* 109 Ala. 258; *Vincent* v. *Ireland,* 2 Penn. (Del.) 580; *Brown* v. *Walker,* 81 Ill. App. 396; BURN'S R. S. IND., § 7867; *Hamilton* v. *Hamilton,* 26 Ind. App. 114; *Gilbert, Hedge & Co.* v. *Glenny,* 75 Iowa, 513; *Clark & Co.* v. *Meyers,* 24 Ky. Law Rep. 380; *Guilford* v. *DeLaney,* 57 Me. 586; *Riley* v. *Mitchell,* 36 Minn. 3; *Nelson* v. *Railroad,* 113 Mo. App. 659; *Berry* v. *Teel,* 12 R. I. 267. Arizona and California declare the earnings of both spouses to be community property. REV. STAT. ARIZ., § 3103; *Larson* v. *Larson,* (Cal.) 115 Pac. 340. The principal case holds that the services as nurse constitutes "domestic duties", so that the New Jersey Statute does not apply. There are other cases, however, which come to a different conclusion on substantially the same facts. *Hogg* v. *Lobb's Ex.,* 7 Houst (Del.) 399; *Hamilton* v. *Hamilton,* 26 Ind. App. 396; *Stevens* v. *Cunningham,* 160 N. Y. 454: As in accord with the principal case, see *Lewis's Estate, Rhode's Appeal,* 156 Pa. St. 337. See also 4 MICH. L. REV. 75.

INSURANCE—DEATH BY ACCIDENT.—A policy insured "against bodily injuries sustained through accidental means, resulting directly independently and exclusively of all other causes in death". *Held* that the insurer is liable although the insured was afflicted with a dormant cancer, if death actually resulted on account of the aggravation of the disease from an accident, even though death from the disease might have resulted at a later period regardless of the injury. *Fidelity & Casualty Co.* v. *Meyer* (Ark. 1912) 152 S. W. 995.

Where an insured dies suffering from the effects of both a disease and an accidental injury, the liability of the insurer under a policy containing the above condition depends on whether the accident was the "efficient", "predominant", or "sole and proximate" cause of death. *Freeman* v. *Mer. Acc. Assn.*, 156 Mass. 351, 30 N. E. 1013, 17 L. R. A. 753; *French* v. *Fidelity & Casualty Co.*, 135 Wis. 259, 115 N. W. 869; *Winspear* v. *Acc. Ins. Co.*, L. R. 6 Q. B. D. 42; *Lawrence* v. *Acc. Ins. Co.* L. R. 7 Q. B. D. 216. Consequently where the accident causes a disease which terminates in death it is almost uniformily held that the insured is liable. Cases illustrating this are those of blood poisoning: *Cary* v. *Preferred Acc. Ins. Co.*, 127 Wis. 67, 106 N. W. 1055, 5 L. R. A. N. S. 926, 115 Am. St. Rep. 997, 7 Ann. Cas. 484; *Cent. Acc. Ins. Co.* v. *Rembe*, 220 Ill. 151; *Martin* v. *Manf. Acc. Indemnity Co.*, 151 N. Y. 94; *Western Con. Trav. Assn.* v. *Smith*, 85 Fed. 401, 40 L. R. A. 653; *Rheinheimer* v. *Aetna L. Ins. Co.*, 77 Oh. St. 360; and erysipelas: *McAuley* v. *Casualty Co.*, 39 Mont. 185; *Delaney* v. *Mod. Acc. Club*, 121 Iowa 528, 97 N. W. 91, 63 L. R. A. 603; and pneumonia: *Armstrong* v. *West Coast Line Life Ins. Co.*, (Utah) 124 Pac. 518; *Johnson* v. *Cont'l. Casualty Co.*, 122 Mo. App. 369; and rheumatism: *Travelers' Ins. Co.* v. *Hunter*, 30 Tex. Civ. App. 489. See also *Preferred Acc. Ins. Co.* v. *Fielding*, 35 Colo. 19; *Cont'l. Casualty Co.* v. *Peltier*, 104 Va. 222. And by the weight of authority (this being the view taken in the principal case) where the accident is the proximate cause of the death, the insurer under such a policy is liable, even where the disease pre-existed the injury. *Fetter* v. *Fidelity & Casualty Co.*, 174 Mo. 256, 73 S. W. 592, 61 L. R. A. 459, 97 Am. St. Rep. 560; *Cont'l. Casualty Co.* v. *Lloyd*, 165 Ind. 52; *Fidelity & Casualty Co.* v. *Cooper*, 137 Ky. 544, 126 S. W. 111; but see *contra*, *Penn.* v. *Standard L. & A. Co.*, 158 N. C. 29, 73 S. E. 99. To be distinguished from the above cases are those involving policies exempting insurers from liability for "any death which results wholly or in part, directly or indirectly from disease or bodily infirmity". This condition refers to another contributing cause, whether proximate or remote. It follows, under such policies, that if a latent pre-existing disease is aggravated by an accident, the insurer is not liable for ensuing death. *White* v. *Standard Ins. Co.*, 95 Minn. 77, 103 N. W. 735, 5 Ann. Cas. 83; *Aetna Life Ins. Co.* v. *Darney*, 68 Oh. St. 151; *Binder* v. *Nat'l. Assn.*, 127 Iowa 25; *Cawley* v. *Nat'l. Employers' Assn.*, 1 Cab. & El. 597; *Mod. Casualty Co.* v. *Glass*, 29 Tex. Civ. App. 159; *Stanton* v. *Trav. Ins. Co.*, 83 Conn. 708, 78 Atl. 317, 34 L. R. A. N. S. 445; *Com. Trav. Ass'n.* v. *Fulton*, 79 Fed. 423; *Nat'l. Acc. Assn.* v. *Shyrock*, 73 Fed. 774. Though if the disease is present but does not contribute to the death the insurer is liable even under such a policy. *New Amsterdam Casualty Co.* v. *Shields*, 155 Fed. 54; *M. W. A.* v. *Shryock*, 54 Neb. 250, 39 L. R. A. 826; *Ill. Com. Men's Assn.* v. *Parks*, 179 Fed. 794; *Hall* v. *Am. Mas. Acc. Assn.*, 86 Wis. 518, 57 N. W. 366.

INSURANCE—EFFECT OF KNOWLEDGE BY AGENT OF GROUNDS FOR FORFEITURE. —The uncommunicated knowledge of its agent, acquired upon delivery of the policy, of additional insurance, and an assignment for the benefit of creditors, of whom the agent was one, will not, in the absence of an indorsed